

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973

(202) 393-2266
FAX (202) 393-2156

RECORDATION NO. 19622-E FILED
OCT 24 '00 11:32 AM
73
SURFACE TRANSPORTATION BOARD
OF COUNSEL
URBAN A. LESTER

October 24, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Security Agreement and Assignment of Lease, dated as of September 29, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed relates to the Security Agreement which was previously filed with the Board under Recordation Number 19622.

The name and address of the party to the enclosed document are:

Debtor: Allfirst Bank
(f/k/a The First National Bank
of Maryland)
25 South Charles Street
Baltimore, MD 21201

Secured Party: First Union Commercial
Corporation
123 South Broad Street
Philadelphia, PA 19109

Mr. Vernon A. Williams
October 24, 2000
Page Two

A description of the railroad equipment covered by the enclosed document is:

28 GP38-2 locomotives CR 8224 - CR 8251 and 28 GP38-2 locomotives
CR 8252 - CR 8281 (excluding 8264 and 8272)

A short summary of the document to appear in the index follows:

Termination of Security Agreement and Assignment of Lease between
Allfirst Bank, Debtor, and First Union Commercial Corporation, covering
28 GP38-2 locomotives CR 8224 - CR 8251 and 28 GP38-2 locomotives
CR 8252 - CR 8281 (excluding 8264 and 8272).

Also enclosed is a check in the amount of \$26.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

TERMINATION OF SECURITY AGREEMENT AND ASSIGNMENT OF LEASE

THIS TERMINATION OF SECURITY AGREEMENT AND ASSIGNMENT OF LEASE dated as of September 29, 2000 (the "Termination") is executed by and between Allfirst Bank (formerly known as The First National Bank of Maryland) (the "Debtor"), and First Union Commercial Corporation, successor to First Fidelity Bank, N.A. ("Secured Party").

BACKGROUND

A. On September 29, 1995 Debtor acquired from and leased back to Consolidated Rail Corporation (the "Lessee") certain locomotives (the "Units"). Pursuant to the Security Agreement and Assignment of Lease dated as of September 29, 1995 (the "Security Agreement"), Secured Party facilitated the financing of such Units by the purchase of the limited recourse note (the "Note") of Debtor dated as of September 29, 1995.

B. Pursuant to the Security Agreement, in order to secure the payment of the principal of and interest and Premium (as defined in the Security Agreement), if any, on the Note according to its tenor and effect, and to secure the payment of all other Indebtedness Hereby Secured (as defined in the Security Agreement), Debtor conveyed, warranted, assigned, pledged and granted to Secured Party, its successors and assigns, a security interest in all of Debtor's right, title and interest in and to the Collateral (as defined in the Security Agreement).

C. Secured Party has received all principal and interest and Premium, if any, due under the Note and all other Indebtedness Hereby Secured.

D. Pursuant to Section 1.5 of the Security Agreement, if Debtor shall pay or cause to be paid all the Indebtedness Hereby Secured and shall observe, keep and perform all the terms and conditions, covenants and agreements contained herein, in the Note and the other Operative Agreement (as defined in the Security Agreement) to which it is party, then the presents and the estate granted and conveyed by Debtor shall cease and the Security Agreement shall become null and void.

E. Pursuant to Section 7.4 of the Security Agreement, the Note, if surrendered for the purpose of payment, shall be delivered to Debtor for cancellation or, if surrendered to Debtor, shall be cancelled by it.

NOW THEREFORE the parties hereto for the good and valuable consideration and intending to be legally bound hereby agree as follows:

SECTION 1. RECEIPT OF PRINCIPAL, INTEREST AND PREMIUM.

Secured Party has received all principal and interest and Premium, if any, due under the Note and all other Indebtedness Hereby Secured.

RECORDATION NO. 19622-E FILED

BALT01 355891v1|258-001575|07:17:00

OCT 24 '00 11:32 AM

SURFACE TRANSPORTATION BOARD

SECTION 2. TERMINATION OF SECURITY AGREEMENT.

The Security Agreement is hereby terminated and has become null and void.

SECTION 3. RELEASE OF SECURITY INTEREST IN COLLATERAL.

Secured Party hereby releases its security interest in the Collateral.

SECTION 4. CANCELLATION OF NOTE.


Secured Party shall deliver the cancelled Note to Debtor no later than 11:00 a.m., October 2, 2000.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Termination to be executed, by their duly authorized officers as of the day and year first above written.

FIRST UNION COMMERCIAL
CORPORATION, successor to First
Fidelity Bank, N.A.

By: _____
Its: Vice President

ALLFIRST BANK (formerly known as
The First National Bank of Maryland)

By:  _____
Its: Vice President

SECTION 2. TERMINATION OF SECURITY AGREEMENT.

The Security Agreement is hereby terminated and has become null and void.

SECTION 3. RELEASE OF SECURITY INTEREST IN COLLATERAL.

Secured Party hereby releases its security interest in the Collateral.

SECTION 4. CANCELLATION OF NOTE.

Secured Party shall deliver the cancelled Note to Debtor no later than 11:00 a.m., October 2, 2000.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Termination to be executed, by their duly authorized officers as of the day and year first above written.

FIRST UNION COMMERCIAL
CORPORATION, successor to First
Fidelity Bank, N.A.

By:  _____

Its: Vice President

ALLFIRST BANK (formerly known as
The First National Bank of Maryland)

By: _____

Its: Vice President

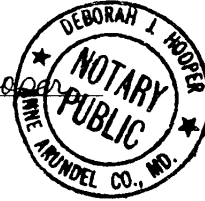
STATE OF Maryland, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 20th day of September, 2000, before me, personally appeared Christopher A. Pelt me personally known, who being by me duly sworn, says that he is the Vice President of Allfirst Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

[SEAL]

Deborah J. Hooper
Notary Public



My Commission Expires: 7/27/02

COUNTY OF _____, COMMONWEALTH OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of September, 2000, before me, personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of _____, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

[SEAL]

Notary Public

My Commission Expires:

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of September, 2000, before me, personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of _____, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

[SEAL]

Notary Public

My Commission Expires:

COUNTY OF Philadelphia, COMMONWEALTH OF Pennsylvania, TO WIT:

I HEREBY CERTIFY, that on this 29 day of September, 2000, before me, personally appeared Amy B. Ostapy to me personally known, who being by me duly sworn, says that she is the Vice President of FUCC Successor T. FEBWA that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

[SEAL]

Elizabeth Bookin
Notary Public

My Commission Expires:

